

Appl. No. 10/822,125

Reply to Office action of May 14, 2008

REMARKS/ARGUMENTS

1. Regarding clauses 1-2 of your examination report, I have amended the abstract accordingly.
2. Regarding clause 3 of your examination report it is unclear to which material you are referring. Please explain more specifically.
3. Regarding clauses 4-5 of your examination report, I respectfully submit that the system and method described definitely produce concrete and tangible results and do not merely produce a disembodied data structure, because they enable self-employed people to be registered as hired employees in a united company and thus enjoy various benefits of hired employees, while still keeping an autonomy like self-employed individuals, thus offering the users unique services that enable them to utilize at the same time both advantages of being self employed and advantaged of hired employees. This has clear practical financial and social implications.
4. Regarding clauses 6-8 of your examination report, I have amended the relevant claims accordingly. However, I respectfully submit that the term “self-employed employee” is not really self-contradictory since it refers to the special situation which is enabled by the present invention – being both a like a self employee and like a hired employee at the same time – i.e. the application deals directly with enabling what normally would be considered a contradiction but this invention makes it a real possibility. In addition, it is not clear to me what is wrong with the expression “instantly remove him or at least force him to work from his own company” since these are two clear possible alternatives and there is no reason why the same clause cannot refer for example to two possible alternatives. Similarly it is not clear what is wrong with the alternatives listed in claim 20. In addition, I respectfully submit that the term “united company” is clearly explained in the specification – it refers to the organization which enables self-employed people to enjoy also various benefits of hired employees while maintaining their autonomy.

5. Regarding clauses 9-20 of your examination report, I respectfully submit that the sample bank statement which you quoted from <http://www.profitablerealestate.com/images/statement.gif> (SPBW) is completely irrelevant since like typical bank statements it contains the name of the person who owns the account, but this has nothing whatsoever to do with enabling self-employed people to be registered as employees in a united company while keeping an autonomy of self-employed people.
6. Regarding clauses 21-23 of your examination report, I respectfully submit that the Piehl patent (US patent 6,898,573) does not talk at all about insurance companies, and in addition the Piehl patent talks about a business owner who hires a 3rd party tax escrow manager to deal with the taxes of his/her own service providers, whereas claim 21 of the present applications talks about special additional services which insurance companies can offer their agents, without referring to a 3rd party tax manager.
7. Regarding clauses 24-29 of your examination report, I respectfully submit that the Piehl patent does not refer in Fig. 2-5 to a situation where self employed employees can easily switch from the status of being part of the company to becoming really self employed or to being employed in their own private company or switch back and such switches can be done without substantial changes in at least one of the automatic accounting and/or tracking services, and other services that are offered by the company. In addition, the word “switch” does not appear at all in the entire Piehl patent. In addition, as explained, above SPBW is also clearly irrelevant, so their combination is also irrelevant anyway.
8. Regarding clauses 30-33 of your examination report, I respectfully submit that unlike claims 6 and 16 of the present application, <http://web.archive.org/web/20020523141727/http://www.scsc.state.pa.us/> does not talk about the united company of claims 1 and 11 offering self-employed employees additional benefits based on the fact that a large number of self employed-employees are united together. In addition, as explained, above SPBW is also clearly irrelevant, so their combination is also irrelevant anyway.
9. Regarding clauses 34-38 of your examination report, I respectfully submit that the “how do you begin?” section in <http://web.archive.org/web/20030812031413/http://www.amway2u.com/corp>

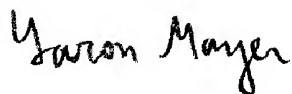
orate/en_US/amaboutoport.jsp does not refer to an arrangement wherein each self-employed employee that brings to a united company of the type defined in claims 1 and 11 additional people who become self-employed employees there gets at least one of a bonus and more options or stock options. To the best of my understanding Amway is apparently simply a Multi-Level-Marketing (MLM) company, which has nothing to do with the present invention. Similarly, the section "Qualifying for Higher Awards" in that web page is related to the MLM arrangement. In addition, as explained, above SPBW is also clearly irrelevant, so their combination is also irrelevant anyway.

10. Regarding clauses 39-41 of your examination report, I respectfully submit that the Membership Eligibility section in http://web.archive.org/web/20030314150221/http://www.cuna.org/gov_affairs/legislative/cu_difference.html does not refer to limiting membership in a united company of the type described in claim 1 and 11 according to the type of profession of self-employed employees as described in claims 10 & 20, and in addition this section clearly refers to normal employees of other companies. In addition, as explained, above SPBW is also clearly irrelevant, so their combination is also irrelevant anyway.
11. In addition, since the independent claims should be allowed, the dependent claims should also be allowed anyway, since they recite additional patentable matter over the independent claims.

Therefore, I respectfully request that a timely notice of allowance be issued in this case. However, I would appreciate it very much if you could contact me in advance (for example by phone to 972-2-5665072 or more preferably by email to aron@vms.huji.ac.il) at least a few days before issuing the notice of allowance in order to give me a chance to make final adjustments in the claims in case I find something that still needs to be improved. Also, if there are further issues that need clarification I would appreciate it very much if you contact me by email before issuing a further office action.

Respectfully submitted,

Yaron Mayer
/Yaron Mayer/



Meir Hadad
/Meir Hadad/

